

Serial No.: 09/823,581
RCE to FOA of 08/12/2005

Remarks

In this RCE, claims 1-9, 11-15, and 17-20 are presented for examination.

I. Specification Objections

The Office Action contends that the specification attempts "to incorporate into this application by reference to Foundation for Intelligent Physical Agents (FIPA; Specification, Page 3, Lines 19-20); Workflow standard – terminology & glossary (Specification; Page 4, Lines 18-19); and HP E-Speak (Specification, Page 19, Lines 27-28) is not proper" (see FOA at p. 12). Applicants respectfully traverse.

The information cited is non-essential material, and Applicants made no attempt in the specification to incorporate such material into the specification. Further, under 37 CFR 1.56, Applicants have a duty to disclose to the Office all information that is "material" to patentability.

II. Improper Claim Rejections Under 35 USC § 102

Claims 1-4, 6-9, 14-15, and 17-20 are rejected under 35 USC § 102(b) as being anticipated by Advanced Decision Environment for Process Tasks (ADEPT). The Office Action cites four different references A – D. Applicants respectfully traverse.

For at least the following reasons, Applicants contend that the rejections under 35 USC § 102 are legally deficient. First, MPEP § 2131 states (emphasis of bold added):

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. (Citing: *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)).

MPEP § 2131.01 states that multiple references can be applied in limited circumstances. None of these circumstances are applicable to the current rejection. Specifically, the MPEP states:

Serial No.: 09/823,581
RCE to FOA of 08/12/2005

To establish inherency, the extrinsic evidence must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient. (MPEP § 2112 IV, citing *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999)).

The references are not combinable under the principal of inherency. For one reason, reference C is directed to intra-enterprise business collaboration, not inter-enterprise business collaboration. Further, the Examiner is picking and choosing teachings in references A-D that are directed to both inter-enterprise and intra-enterprise business collaborations. As noted in Applicants' Background, these two enterprises are quite different. Thus, references A-D are not combinable under the principal of inherency. Further, since Applicants' claims are directed to inter-enterprise business collaboration, elements of inter-enterprise and intra-enterprise from the references A-D are not legally combinable under § 102.

For at least these reasons, Applicants respectfully request withdraw of all rejections under 35 USC § 102.

III. Claim Rejections: 35 USC § 102

Even assuming *arguendo* that references A-D are combinable under § 102 (which they are not), Applicants respectfully traverse the rejection. ADEPT does not teach or suggest all of the elements in claims 1-4, 6-9, 14-15, and 17-20. By way of example, Applicants present arguments for independent claims 1 and 14.

Claim 1

Claim 1 recites numerous recitations that are not taught or suggested in references A-D (ADEPT). For example, claim 1 recites an inter-enterprise collaborative business

Serial No.: 09/823,581
RCE to FOA of 08/12/2005

process that includes templates. The templates include definitions and a sharing scope that is one of public and process role specific. Claim 1 further recites:

d) specifying the sharing scope of at least one template to keep data private between the first and second collaborative process managers.

Nowhere does ADEPT teach or suggest specifying the sharing scope of such templates to keep data private between the first and second collaborative process managers. The Office Action cites several sections in ADEPT for allegedly teaching these recitations. Applicants address each citation.

First, the Office Action cites reference B at section 2.2, pages 6-7 and figures 3-4. Figure 3 teaches the creation of service definition SLA templates, and figure 4 provides a sample SDL (service description language) description. Nowhere does reference B teach or suggest that the templates include a sharing scope that is one of public and process role specific. Further, nowhere does reference B teach or suggest that the sharing scope of its templates keep data private between the first and second collaborative process managers.

Second, the Office Action cites reference C at paragraph 2, page 6 and figure 4. Reference C is directed to intra-enterprise applications. By contrast, claim 1 is directed to inter-enterprise collaborative business processes. The difference between intra-enterprise and inter-enterprise business processes is significant. Applicants respectfully ask the Examiner to review Applicants' Background for a discussion on such differences. Further, the recited section of reference C merely acknowledges that templates can be created and enacted. Reference C does not discuss or suggest detail regarding the templates. Specifically, nowhere does reference C teach or suggest that the templates include a sharing scope that is one of public and process role specific. Further, nowhere does reference C teach or suggest that the sharing

Serial No.: 09/823,581
RCE to FOA of 08/12/2005

scope of its templates keep data private between the first and second collaborative process managers.

Third, the Office Action cites reference D at section 4.1, pages 8-9. Section 4.1 of reference D teaches that agents include definitions of how to provides offered services, and service descriptions include tasks and services. Nowhere does reference D teach or suggest that the templates include a sharing scope that is one of public and process role specific. Further, nowhere does reference D teach or suggest that the sharing scope of its templates keep data private between the first and second collaborative process managers.

For at least these reasons, claim 1 is allowable over the art of record. The dependent claims are allowable for at least these reasons.

Claim 14

Claim 14 recites numerous recitations that are not taught or suggested in references A-D (ADEPT). For example, claim 14 recites:

an out-of-order handler mechanism for receiving messages from other collaborative process managers, determining whether messages are received out of order, when messages are received out of order, halting execution, and when messages are not received out of order, continuing with execution.

Nowhere does ADEPT teach or suggest an out-of-order handler mechanism having such claimed recitations. The Office Action cites several sections in ADEPT for allegedly teaching these recitations. Applicants address each citation.

First, the Office Action cites several locations in reference B. For example, page 5 of reference B merely provides a general discussion about an exception handler that receives exception reports and "decides upon the appropriate response. For example, if a service is delayed then the SAM may decide to locally reschedule it, to renegotiate it's SLA, or to terminate it

Serial No.: 09/823,581
RCB to FOA of 08/12/2005

altogether." Notice that reference B does not teach or suggest determining whether messages are received out of order or what action is taken when such out of order messages are received.

The Office Action also cites various sections of reference C. Reference C is directed to intra-enterprise applications. By contrast, claim 14 is directed to inter-enterprise business collaboration protocol. The difference between intra-enterprise and inter-enterprise business protocol is significant.

Applicants respectfully ask the Examiner to review Applicants' Background for a discussion on such differences. Further, the recited sections of reference C merely acknowledge the existence of enactment modules that activate tasks and services "in a way that meets the obligations established in a contract" (see p. 8). Nowhere does reference C teach or suggest determining whether messages are received out of order or what action is taken when such out of order messages are received.

For at least these reasons, claim 14 is allowable over the art of record. The dependent claims are allowable for at least these reasons.

V. Claim Rejections: 35 USC § 103

Claims 5, 10-13 and 16 are rejected under 35 USC § 103 as being unpatentable over ADEPT. Applicants respectfully traverse.

For at least the reasons given above, ADEPT does not teach or suggest all the recitations of independent claims 1 and 14. The dependent claims are allowable for at least these reasons.

Serial No.: 09/823,581
RCE to FOA of 08/12/2005

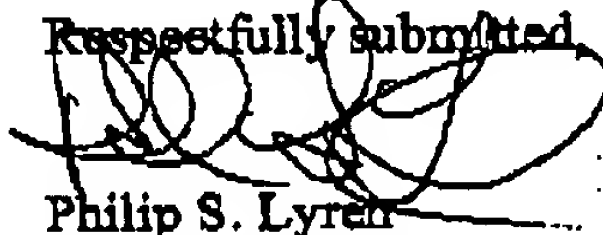
CONCLUSION

In view of the above, Applicants believe all pending claims are in condition for allowance. Allowance of these claims is respectfully requested.

Any inquiry regarding this Amendment and Response should be directed to Philip S. Lyren at Telephone No. (281) 514-8236, Facsimile No. (281) 514-8332. In addition, all correspondence should continue to be directed to the following address:

Hewlett-Packard Company
Intellectual Property Administration
P.O. Box 272400
Fort Collins, Colorado 80527-2400

Respectfully submitted,


Philip S. Lyren
Reg. No. 40,709
Ph: 281-514-8236

CERTIFICATE UNDER 37 C.F.R. 1.8

The undersigned hereby certifies that this paper or papers, as described herein, is being transmitted to the United States Patent and Trademark Office facsimile number 571-273-8300 on this 28th day of November, 2005.

By 
Name: Carrie McKerley